

# **IT Professional Technical Services Master Contract Program T#:902TS**

## **Statement of Work (SOW) For Technology Services Issued By**

**Minnesota Department of Human Services**

**Project Title: DB101 Training Design and Development and  
PTE Communications Design and Development**

**Service Categories: Training – Course Design, Training  
Courseware Development, Quality Assurance; Documentation  
Specialist (All categories required)**

### **Business Need**

The Minnesota Department of Human Services – Disability Services Division (DSD) seeks assistance with the development of training and communications for the launch and implementation of Disability Benefits 101 (DB101). DB101.org is a web based system designed to help people with disabilities understand how earned income impacts their benefits, and explore and plan for work. The system will be used by professionals, people with disabilities and their informal support systems. Assistance will also include training for the Disability Linkage Line (DLL) and quality assurance for the DB101 launch and PTE Communications and documentation of products and processes generated through Pathways to Employment.

DB101 is being developed through a Medicaid Infrastructure Grant, known in Minnesota as Pathways to Employment (PTE). Minnesota's DB101 model is based on DB101 for California which can be found at [www.db101.org](http://www.db101.org). The Minnesota version is being developed through a contract with World Institute on Disability (WID). WID is also modifying DB101 for use in other states. Minnesota expects to launch our version in October 2010.

There is also a need to develop training and communication products related to other projects that were part of the PTE grant, and to plan for and execute training and dissemination of these materials.

### **Project Deliverables and Consultation**

#### **DB101 Training Development.**

##### **1) Existing DB101 training**

2 e-learning, 1 Meetings in a Box, 3 Quick Start Reference Guides

*Deliverable:* Refine existing DB101 trainings

- a) based on assessment of effectiveness
- b) to be consistent with new site development

## **2) New Training Development**

Design and develop a series of new learning modules that leverage the DB101 training framework which uses multiple training delivery methods: e-Learning modules, packaged interactive training, and performance support

### *Deliverable:*

- a) Determine training needs for additional DB101 audiences, such as youth in transition, schools, counties, advocacy organizations, people with disabilities and their families; assimilate requirements into the DB101 training and communications frameworks
- b) Produce new training modules to at a minimum include:
  - i) 3 new quick reference guides
  - ii) 6 Meetings in a Box
  - iii) 2 new e-learning
- c) Develop a library of standardized conference trainings based on audience

## **DB101 Communications Development**

### **1) Existing Communications Strategy**

Initial communications focused on roll out to employment service providers.

### *Deliverable:*

- a) Update Training/Communications Strategy based on feedback/assessment of effectiveness

### **2) New Strategic Communications Development**

Assess communications needs for additional DB101 target audiences including: counties, youth in transition providers, schools, medical community, people with disabilities, and their families.

### *Deliverable:*

- a) Develop a training communications plan for DB101 targeted audiences.
- b) Develop templates for all materials, products identified.

## **Disability Linkage Line (DLL) Communications plan**

### **1) DLL Communications Plan**

DLL's materials and messaging were developed for launch 5 years ago. The services has evolved and expanded to include the DB101 site. An overhaul of DLL's communications framework is need to better align with its' current state and new capacities.

### *Deliverable:*

- a) Develop a DLL Communications Framework and Outreach Plan
- b) Develop templates of all materials, products outlined

## **DB101 Launch Development/Management**

### **1) Launch Management**

DB101's initial launch focused on the Vocational Rehabilitation Services (VRS).

### *Consultation Services:*

- a) Coordinate launch support activities with VRS to support system adoption
- b) Assess for penetration and support development of utilization strategies
- c) Evaluation impact of DB101 system on VRS services

### **2) Launch Development**

DB101 will strategically launch to different target audiences throughout 2010.

### *Consultation Services:*

- a) Develop strategic launch plan for each target audience
- b) Support implementation of launch and assess for penetration and impact
- c) Manage post launch assessment and initial communications to support adoption

## **Quality Assurance**

### **1) DB101 Quality Assurance and Evaluation**

#### *Consultation Services:*

- a) Develop evaluation strategy for the DB101 system to include:
  - i) a 6 month post launch evaluation with VRS system
  - ii) a 6 month post launch evaluation with County system
  - iii) a 6 month post launch evaluation with DLL system

### **2) PTE Communications**

#### *Consultation Services:*

- a) Advise on strategic direction for future stakeholders materials--particularly how to build upon previous and current efforts, such as Business Communications Project and DB 101
- b) Advise on materials needed to support communications strategy.
- c) Manage production of communications projects (content development and design)
- d) Advise on design of trainings related to PTE grant mission and products.

## **Project Milestones and Schedule**

- Project Start Date: November 10, 2010
- Key deliverable dates: To be defined based on launch priorities
- End Date: December 31, 2011

## **Project Environment (State Resources)**

- Staff descriptions:
  - a) Number of people on the project: 3 staff and 3 other contractors
  - b) Project Manager Name  
Lesli Kerkhoff
  - c) Basic organizational structure of the project:  
Project Director, MaryAlice Mowry oversees the Project Manager. Project Manager works with a team of contractors and staff to support the roll out of DB101, services of Disability Linkage Line. PTE Communications Coordinator manages the production, coordination and implementation of PTE communications.
  - d) Staff proficiency levels and experience (with methodology, tools, etc.):  
Team identified above has expertise in the DB101 tool and how it functions, DB101 content areas, DLL services and PTE initiatives.
- Current support structures in place (e.g. hardware/ software applications, training group, tools, etc.), especially those with which the vendor might have to interface or integrate:  
DB101 training development should be built so DSD can sustain and add to training over time. All communication development will need to be coordinated with DSD communications and graphics staff, and/or, in some cases, with Minnesota Department of Employment and Economic Development communications and graphics staff.

## **Agency Project Requirements**

- All locations where the system might be implemented: DB101 training and communications should be accessible through the DB101 site. DB101 is an on-line tool which will be accessible statewide.
- Key DSD staff will need to be trained in how to maintain, deliver and update training.
- All training and materials need to be accessible to people who are deaf or blind.

## Responsibilities Expected of the Selected Vendor

- Selected vendor will develop a work plan that will clearly define timeline, responsibilities, key tasks including testing and sign offs

## Required Skills (These are to be scored as pass/fail requirements)

- A minimum of 5 years' experience designing and developing training for diverse populations

## Desired Skills

- Extensive and proven experience in
  - strategic change management
  - training assessment, planning, and execution
  - curriculum development
  - communications and related materials development
- Core expertise in multiple training approaches – stand-up, online, print, etc.
- Expertise in understanding and applying theories of adult learning, process change; process & product adoption; and content development
- Proven experience working with complicated organizational/audience environments with multiple training/learning approaches and needs
- Proven experience developing training of conceptual change process systems not of an IT nature
- Experience working with complex state government organizational systems
- Experience and understanding of the Disability Linkage Line and Disability Benefits 101 Systems
- Past experience in designing training geared towards people with disabilities, their families and providers

## Process Schedule

- |  |                  |
|--|------------------|
| • Deadline for Questions                     | October 19, 2010 |
| • Posted Response to Questions               | October 22, 2010 |
| • Proposals due                              | October 28, 2010 |
| • Anticipated proposal evaluation begins     | October 29, 2010 |
| • Anticipated proposal evaluation & decision | November 1, 2010 |

## Questions

Any questions regarding this Statement of Work should be submitted via e-mail by October 19, 2010, 4:00 PM CDT to:

[Lesli.Kerkhoff@state.mn.us](mailto:Lesli.Kerkhoff@state.mn.us)

Questions and answers will be posted on the Office of Enterprise Technology website, [www.oet.state.mn.us](http://www.oet.state.mn.us), by 4:00 PM CDT on October 22, 2010,

## SOW Evaluation Process

Categories and scoring methodology/criteria:

- Company (10%)
- Company experience on similar projects (15%)
- Desired skills (20%)
- Project Plan (25%)
- Cost (30%)

### Response Requirements

Each response should provide:

- Introduction
- Company overview

- a) Company history, growth
- b) Current financial data if publicly available
- Skills and Experience
  - a) Information that demonstrates expertise stated in “Required and Desired Skills”
  - b) Detailed response to staff augmentation. Include resumés of staff that will perform the work.
- Project Overview
  - Address how “Project Requirements” will be addressed
  - Detailed Project Approach
    - a) Explain how the vendor will approach their participation in the project. This includes:
      - 1) Organization and staffing (including staff qualifications, resumes, etc.)
      - 2) Project management (e.g. quality management, risk assessment/management, etc.)
      - 3) Documentation of progress such as status reports
- Cost
  - Hourly rate for consultation
  - Deliverables
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  - a) Affirmative Action Certificate of Compliance (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
  - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
  - c) Immigration Status Certification (if over \$50,000)  
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
  - d) Location of Service Disclosure  
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
  - e) Certification Regarding Lobbying  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
  - f) Veteran-Owned/Service Disabled Veteran-Owned Preference Form  
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

## Proposal Submission Instructions

- Response Information:
  - a) Email response to: [Lesli.Kerkhoff@state.MN.US](mailto:Lesli.Kerkhoff@state.MN.US) no later than October 28, 2010, 4:00 PM CDT. Attached files must not exceed a total of 25 Mb.
  - b) How to label the response : Response to Master Contract posting #DHS11-006.
- Key dates:
  - a) Response due date: October 28, 2010
  - b) Expiration date for the vendor’s price/terms guarantee: 12/31/2010
- Other personnel are not authorized to discuss this RFP with Responders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Responders.

## General Requirements

### Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### Indemnification

Responder must agree to the following indemnification language for this Statement of Work:

In the performance of this contract by CONTRACTOR, or CONTRACTOR’S agents or employees, the CONTRACTOR must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the STATE, to the extent caused by CONTRACTOR’S:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligation under this contract.

### **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a, eligible certified veteran-owned businesses, with their principal place of business in Minnesota and Center for Veteran Enterprises verified (CVE Verified) by United State Department of Veterans Affairs, will receive up to a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a).

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs (in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74) prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete and **sign** the **Veteran-Owned/Service Disabled Veteran-Owned Preference Form** in this solicitation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement (WTO-GPA) of 1996. This includes all storage and processing or information and work performed by subcontractors at all tiers. In the case of this SOW, a contract would have to exceed the threshold amount (\$528,000) in order to be subject to the WTO-GPA requirement

### **Criminal Background Check Required**

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- or
- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

### **Nonvisual Access Standards**

Nonvisual access standards require:

The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

**Responder must agree to the following information privacy and security language for this Statement of Work:**

**Information Privacy and Security.**

For purposes of executing its responsibilities and to the extent set forth in this work order, the CONTRACTOR will be considered part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1.

**Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as “protected information,” concerning individual STATE clients. “Protected information,” for purposes of this work order, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

**Duties Relating to Protection of Information.**

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.



**Contractor's Use of Information.** CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

**State's Duties.** STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

**Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.** Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

**Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in

investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.